

EXHIBIT A

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Attorneys for Shanee N. Pollitt and those similarly situated

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MIDDLESEX COUNTY

Shanee N. Pollitt, on behalf of herself
and those similarly situated,

SUPERIOR COURT OF NEW JERSEY
MIDDLESEX COUNTY - LAW DIVISION

Plaintiff,

Civil Action

vs.

Docket No.: **MID-L- 473-10**

DRS Towing, LLC d/b/a Advanced
Financial Services; Wachovia Dealer
Services, Inc. d/b/a WDS, Inc., WFS
Financial, and WFS Financial Inc.; and
John Does 1 to 10,

**CLASS ACTION COMPLAINT
AND JURY DEMAND**

Defendants.

NATURE OF THE ACTION

1. Plaintiff brings this action on behalf of herself and those similarly situated against Defendant Wachovia Dealer Services, Inc. (Wachovia), a financial services company, and Defendant DRS Towing, LLC (DRS), a repossession towing company, for unlawfully exploiting the New Jersey consumers whose vehicles they repossess.
2. Defendant Wachovia repossessed Plaintiff's vehicle and failed to provide her with accurate information as to the amount necessary to redeem the vehicle as mandated by New Jersey law. In addition to misrepresenting the redemption amount, Wachovia

required Plaintiff to travel approximately 233 miles from her home in New Jersey to an auto auction in upstate New York and pay more than \$1,000 in fees to redeem her vehicle and personal property.

3. Plaintiff brings claims against Wachovia on behalf of herself and those similarly situated under the Uniform Commercial Code N.J.S.A. 12A:1-101 *et seq.* (NJUCC), the Consumer Fraud Act, N.J.S.A. 56:8-1 *et seq.* (CFA), and the Truth-in-Consumer Contract, Warranty, and Notice Act, N.J.S.A. 56:12-14 *et seq.* (TCCWNA), seeking monetary damages, injunctive remedies, and other relief.
4. Defendant DRS repossessed Plaintiff's vehicle, removed her personal possessions, and then refused to release the property unless she paid its unlawful reclamation fee. Holding personal property hostage to compel payment of an illegitimate fee is an unconscionable business practice and a misrepresentation under the New Jersey Consumer Fraud Act. Plaintiff brings claims against DRS on behalf of herself and those similarly situated under the CFA and TCCWNA seeking monetary damages, injunctive remedies, and for other relief.

VENUE

5. Middlesex County is an appropriate venue as Defendant Wachovia is an out-of-state corporation that conducts business in Middlesex County, New Jersey.

ALLEGATIONS OF FACT

6. Plaintiff Shanee N. Pollitt is a nursing student who resides in Lawnside, New Jersey.
7. Defendant Wachovia Dealer Services (Wachovia), doing business as WDS, Inc., WFS Financial, and WFS Financial Inc., is in the business of servicing motor vehicle loans. It is a subsidiary of Wachovia Bank, N.A.
8. DRS Towing LLC, doing business as Advanced Financial Services, is a towing and repossession company with a main business address of 957 Sicklerville Rd., Sicklerville, New Jersey.
9. Defendant John Does 1 to 10 are fictitious names of individuals and businesses alleged for the purpose of substituting names of Defendants whose identity may be disclosed in discovery and should be made parties to this action.
10. On or about March 24, 2006, Plaintiff entered a retail installment sales contract (RISC) to

finance the purchase of a 2002 Toyota Camry from Toyota of Runnemede that assigned the RISC to Defendant Wachovia. A copy of the RISC is attached as **Exhibit A**.

11. The RISC contains the following provisions concerning Plaintiff's rights if the vehicle would be repossessed: "In addition to any rights we may have under law, upon any default" the creditor's rights include the following provisions...
 - "The right to require you to pay our actual necessary and reasonable costs of retaking and storing the Goods which are authorized by law."
 - "We may take any other things founds (*sic*) in the Goods but will return these things to you if you ask... in a letter sent to us by certified mail within a reasonable time."
12. On or about September 10, 2009 Defendant DRS took possession of Plaintiff's Camry while the vehicle was parked near her residence.
13. Employees or agents of Defendant DRS took possession of the Camry acting on behalf of Defendant Wachovia.
14. Employees or agents of Defendant DRS took the Camry to its facilities in Sicklerville, New Jersey.
15. Employees or agents of Defendant DRS removed the personal possessions of Plaintiff from the Camry before the vehicle was then transported from Sicklerville, New Jersey to State Line Auto Auction located in Waverly, New York.
16. When Defendant DRS took the Camry, a number of Plaintiff's personal possessions were inside the vehicle, including her school textbooks.
17. When Plaintiff realized her vehicle had been repossessed, she contacted Defendant Wachovia to inquire as to how she could redeem the vehicle.
18. Defendant Wachovia sent Plaintiff a "Notice of Our Plan to Sell Property" (Notice), a copy of which is attached as **Exhibit B**. Plaintiff's account number has been redacted from the exhibit.
19. The Notice includes the following provision: "You can get the property back at any time before we sell it by paying us the full amount you owe (not just the past due payments), including our expenses. To learn the exact amount you must pay, call us at 1-888-937-9992."
20. Plaintiff called Wachovia as instructed to learn the exact amount she would have to pay to redeem her Camry.

21. An employee or agent of Defendant Wachovia informed Plaintiff that the amount necessary for her to redeem the Camry was \$9,534.26. Defendant Wachovia did not mention that any other amount would have to be paid for her to redeem the Camry.
22. An employee or agent of Defendant Wachovia informed Plaintiff that she would have to make a payment of this amount to Defendant Wachovia before she could regain possession of the Camry.
23. Plaintiff obtained a bank check from Wachovia bank in the amount of \$9,534.26 that she sent to Defendant Wachovia.
24. Approximately \$350 of the \$9,534.26 was to pay a repossession fee.
25. After receiving Plaintiff's check, Defendant Wachovia informed Plaintiff that it had transported the Camry to Stateline Auto Auction in Waverly, New York and that Plaintiff would need to make arrangements to retrieve the vehicle from that location.
26. Plaintiff requested that Defendant Wachovia make arrangements for the Camry to be transported to her residence or some other closer location.
27. Defendant Wachovia refused this request and told Plaintiff she would have to contact Stateline directly to make arrangements to retrieve the Camry.
28. Plaintiff contacted Stateline that informed her that it was holding the Camry and would only release it to her if she paid more than \$600 in various fees. This was the first time that Plaintiff had heard that it would be necessary for her to pay an amount in addition to the \$9,534.26 paid to Wachovia in order for her to redeem the Camry.
29. Stateline also informed her that it would only accept payment in the form of cash and that she could only reclaim the Camry at certain times of day.
30. Having no other feasible option to reclaim the Camry, Plaintiff travelled from her home in Lawnside, New Jersey, to the Stateline auction in Waverly, New York.
31. To make this trip, she left home around 6:30 a.m. and took a bus to a New Jersey transit station where she took a New Jersey transit train to Pennsylvania Station, in Manhattan, New York. From there, she walked to the Port Authority bus terminal where she took a bus to Waverly, New York. From there, she took a taxi to Stateline.
32. An employee or agent of Stateline told Plaintiff that she would have to pay \$644 before it would release the Camry.
33. Plaintiff paid Stateline \$644 in cash.

34. An employee or agent of Stateline provided Plaintiff with a receipt, a copy of which is attached as **Exhibit C**.
35. The Stateline receipt provides an itemization of the \$644 as follows:
 - a. \$369 for "Transportation from Sicklerville, NJ";
 - b. \$120 for "Storage @ \$10.00 per day";
 - c. \$75 for "Admin. Fee";
 - d. \$75 for "Keys"; and
 - e. an additional \$5 charge.
36. Plaintiff asked an employee or agent of Stateline about her possessions inside the Camry at the time of repossession and was told that her property was in the possession of Defendant DRS in Sicklerville, New Jersey.
37. Plaintiff then took possession of the Camry and drove approximately 233 miles back to her home in Lawnside, New Jersey. She arrived home around 10:30 p.m. at night.
38. The return trip took approximately 16 hours.
39. Plaintiff then contacted Defendant DRS and inquired as to the process for the return of her personal property.
40. An employee or agent of Defendant DRS told Plaintiff that she would have to pay a cash fee of \$60 before it would release her property to her.
41. Plaintiff travelled to the offices of DRS in Sicklerville, New Jersey.
42. An employee or agent demanded Plaintiff pay \$60 in cash.
43. Plaintiff paid the fee and her personal property was returned to her.
44. DRS did not charge Plaintiff sales tax on the \$60 fee.
45. DRS did not remit to the State of New Jersey any portion of the \$60 fee collected from Plaintiff.
46. The New Jersey Sales and Use Tax Act imposes sales tax on storage charges for tangible personal property not held for sale.
47. When Plaintiff was at DRS she learned that the amount of the fee that it demands for the return of personal property is related to the identity of the financial institution that ordered the repossession.
48. Defendant DRS performed the repossession services on behalf of Defendant Wachovia subject to a contract.

49. The contract between Defendant Wachovia and Defendant DRS required that Defendant DRS perform certain services, including removing personal property from repossessed vehicles and storing such property.
50. Defendant Wachovia paid approximately \$350 to Defendant DRS for services that included repossessing Plaintiff's vehicle, removing her personal property, and storing her personal property.
51. The \$350 that Defendant Wachovia paid Defendant DRS was paid out of the \$9,534.26 that Plaintiff paid Wachovia.
52. Plaintiff was not a party to any contract that required her to pay a fee to reclaim her personal property that was in her vehicle at the time it was repossessed.
53. The RISC does not contain a provision that required Plaintiff to pay a fee to reclaim her personal property that was in her vehicle at the time it was repossessed.
54. Defendant DRS only charges a fee to those Wachovia consumers who actually reclaim their personal property. It does not charge the fee to the other customers whose property it stored after removing the property from their vehicles nor does it attempt to collect that fee from Defendant Wachovia.
55. Defendant DRS acted as Defendant Wachovia's agent in the collection of the \$60 fee from Plaintiff.
56. Defendant Wachovia and its agents required that Plaintiff pay \$10,238.26 to redeem her vehicles and reclaim her personal property. Of that amount, \$350 was a fee for the repossession, \$644 was a fee for the services of Stateline, and \$60 was a fee for Defendant DRS to release Plaintiff's personal property for a total of \$1,054.
57. The \$1,054 charged to Plaintiff for fees related to the repossession did not include any fee for the sale of the vehicle.
58. Plaintiff also had to pay approximately \$107.55 to travel from her home to Waverly, New York and to drive the Camry home from that location.
59. There are numerous motor vehicle auctions much closer to Plaintiff's home than the Stateline auction in Waverly, New York.
60. Plaintiff has suffered damages as a result of Defendants' unlawful actions including but not limited to: the \$644 fees that she was compelled to pay over and above the redemption amount; the \$60 that she was compelled to pay Defendant DRS to reclaim her

personal property; and the approximately \$107.55 paid by Plaintiff to travel from her home to Waverly, New York and to drive the Camry home from that location.

61. Defendant Wachovia misrepresented the amount necessary to redeem the repossessed vehicles of more than 50 New Jersey resident persons similarly situated to Plaintiff in a manner similar to the experience of Plaintiff.
62. Defendant Wachovia required more than 50 New Jersey resident persons similarly situated to Plaintiff to travel to Waverly, New York to as a condition of redeeming their collateral vehicles in a manner similar to the experience of Plaintiff.
63. Defendant Wachovia required more than 50 New Jersey resident persons similarly situated to Plaintiff to pay approximately \$1,000 in fees as a condition of redeeming their collateral vehicles in a manner similar to the experience of Plaintiff.
64. Defendant Wachovia charged more than 50 New Jersey resident persons similarly situated to Plaintiff fees in excess of the reasonable expenses of retaking, holding, preparing for disposition, processing, and disposing, of the collateral in a manner similar to the experience of Plaintiff.
65. Defendant Wachovia and Defendant DRS required more than 50 New Jersey resident persons similarly situated to Plaintiff to pay a fee as a condition for the release of their personal property taken from their repossessed vehicles.

Class Allegations

66. This action is brought as a class action, pursuant to the provisions of Rule 4:32 of the New Jersey Court Rules.
67. Ms. Pollitt brings this action on behalf of herself and all others similarly situated. The proposed class is defined as follows:

Definitions of Two Classes

Plaintiff alleges claims brought on behalf of two Classes of persons similarly situated to herself:

Class A: All consumer obligors to whom Defendant Wachovia provided an inaccurate redemption amount at any time during the four years prior to the filing of the initial Complaint; and/or

Class B: All persons who were charged and paid a fee to Defendant DRS as a condition of DRS releasing property that had been in their vehicle when it was repossessed by Defendant DRS at the request of Defendant Wachovia.

Specifically excluded from the proposed Classes are:

- a. The officers, directors, employees, and legal representatives of Defendants, as well as their immediate family members;
 - c. The officers, directors, employees, and legal representatives of any repossession company, motor vehicle auction company, or any other company directly involved in the repossession or disposition of collateral of any Class member; and
 - d. Any Judge or Magistrate presiding over this action and members of their immediate families.
68. The Classes for whose benefit this action is brought are so numerous that joinder of all members is impracticable. The precise size of the proposed classes and the identity of its members will be readily ascertainable from Defendants' business records.
69. There are questions of law and fact common to the members of the Classes that predominate over questions affecting only individuals.
70. These common questions include but are not limited to:
- a. Whether Defendant Wachovia misrepresented the amount necessary for Plaintiff and those similarly situated necessary to redeem their collateral motor vehicles, and, if so, whether this practice violated the NJUCC, TCCWNA, and/or the CFA;
 - b. Whether Defendant Wachovia's practice of requiring its customers to travel to Waverly, New York and pay approximately \$1,000 to redeem their repossessed motor vehicle and personal property violates the NJUCC and/or the CFA;
 - c. Whether Defendant Wachovia required Plaintiff and those similarly situated to pay fees to an automobile auction as a condition of it releasing their repossessed collateral motor vehicle after paying Wachovia the redemption amount and, if so, whether this practice violated the NJUCC, TCCWNA, and/or the CFA;
 - d. Whether Defendants practice of charging a fee as a condition of releasing the personal property taken from a repossessed vehicle is a violation of the NJUCC and/or the CFA; and
 - e. Whether the retail installment sales purchased by Defendant Wachovia violates TCCWNA.
71. Proof of a common set of facts will establish liability and the right of each Class member to recover.
72. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.

73. While the economic damages suffered by the individual Class members are significant, the amount may be modest compared to the expense and burden of individual litigation.
74. A class action will cause an orderly and expeditious administration of the claims of the Classes and will foster economies of time, effort and expense.
75. The claims and defenses of Ms. Pollitt are typical of the claims and defenses of the members of the Classes, since all such claims and defenses arise out of common practices and standardized form documents.
76. The questions of law and/or fact common to the members of the Classes predominate over any questions affecting only individual Class members.
77. Ms. Pollitt does not have interests antagonistic to those of the Classes.
78. The Classes are ascertainable.
79. Ms. Pollitt will fairly and adequately protect the interests of the Classes, and has retained competent counsel experienced in the prosecution of consumer class actions.
80. The prosecution of separate actions by individual members of the Classes would run the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct for Defendants in this action. Prosecution as a class action will eliminate the possibility of repetitious litigation.
81. The prosecution of separate actions by individual members of the Classes would create the risk that adjudications with respect to individual members of the Classes would, as a practical matter, be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests.
82. Wachovia has acted or refused to act on grounds generally applicable to Ms. Pollitt and all Class members, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Classes. A class action will cause an orderly and expeditious administration of the Classes and will foster economies of time, effort and expense.
83. Ms. Pollitt does not anticipate any difficulty in the management of this litigation.

COUNT ONE
Violations of the NJUCC

84. Ms. Pollitt repeats and realleges all prior allegations as if set forth at length herein.
85. Ms. Pollitt and those members of Class A are consumer obligors under N.J.S.A. 12A:9-102(a)(25).
86. The disposition of the vehicle of Ms. Pollitt and those members of Class A was not commercially reasonable in every aspect in violation of N.J.S.A. 12A:9-623.
87. Defendant Wachovia violated N.J.S.A. 12A:9-614 in its transactions with Ms. Pollitt and those members of Class A.
88. By misrepresenting the amount necessary to redeem the collateral vehicles repossessed by Wachovia from Ms. Pollitt and those members of Class A, Wachovia violated the NJUCC.
89. By requiring that Ms. Pollitt and members of Class A travel to Waverly, New York to as a condition of redeeming their collateral vehicles, Wachovia violated N.J.S.A. 2A:9-623.
90. By requiring that Ms. Pollitt and members of Class A pay approximately \$1,000 in fees as a condition of redeeming their collateral vehicles, Wachovia violated N.J.S.A. 2A:9-623.
91. The fees charged to Ms. Pollitt and members of Class A were in excess of the reasonable expenses of retaking, holding, preparing for disposition, processing, and disposing, of the collateral. By requiring that Ms. Pollitt and members of Class A as a condition of redeeming collateral, Wachovia violated N.J.S.A. 2A:9-623.
92. Defendant Wachovia violated the NJUCC rights of Ms. Pollitt and members of Class A.
93. Defendant Wachovia breached its duty of "good faith" owed to Ms. Pollitt and members of Class A as required by the UCC.
94. Defendant Wachovia's failure to comply with N.J.S.A. 12A:9-614 constituted a breach of its duty of "good faith" which includes both "honesty in fact" and "the observance of reasonable commercial standards of fair dealing" required by N.J.S.A. 12A:9-102(a)(43).

COUNT TWO
Violations of the Consumer Fraud Act

95. Ms. Pollitt repeats and realleges all prior allegations as if set forth at length herein.

96. Defendant Wachovia has engaged in unconscionable commercial practices, deception, fraud, false promises, false pretences and/or misrepresentations, as specified above, in its interactions with Ms. Pollitt and those members of Class A and/or Class B in violation of the New Jersey Consumer Fraud Act (N.J.S.A. 56:8-1 et. seq.).
97. Each of the above mentioned NJUCC violations of Defendant Wachovia constitute deceptive and unconscionable business practices in violation of the CFA.
98. By misrepresenting the amount necessary to redeem the collateral vehicles repossessed by Wachovia from Ms. Pollitt and those members of Class A, Wachovia committed an unconscionable business practice, a misrepresentation and a deceptive act in violation of the CFA.
99. By requiring that Ms. Pollitt and members of Class A travel to Waverly, New York to as a condition of redeeming their collateral vehicles, Wachovia committed an unconscionable business practice, a misrepresentation and a deceptive act in violation of the CFA.
100. By requiring that Ms. Pollitt and members of Class A pay approximately \$1,000 in fees as a condition of redeeming their collateral vehicles, Wachovia committed an unconscionable business practice, a misrepresentation and a deceptive act in violation of the CFA.
101. The fees charged to Ms. Pollitt and members of Class A were in excess of the reasonable expenses of retaking, holding, preparing for disposition, processing, and disposing, of the collateral. By requiring that Ms. Pollitt and members of Class A as a condition of redeeming collateral, Wachovia committed an unconscionable business practice, a misrepresentation and a deceptive act in violation of the CFA.
102. Ms. Pollitt and those Members of Class B had an absolute and unconditional right to the return of personal property contained in their repossessed vehicles.
103. The personal possessions contained in the vehicles of Ms. Pollitt and those Members of Class B were not subject to any security interest.
104. The personal property contained in the vehicles of Ms. Pollitt and those Members of Class B could not be lawfully taken and held by Defendants pursuant to self-help repossession.
105. Defendants DRS and Wachovia were constructive bailees of the personal property

contained in the vehicles of Ms. Pollitt and those Members of Class B, and were therefore required to surrender such property.

106. There is no basis in the law for Defendants' charge of a fee as a condition for the release of the personal property of Ms. Pollitt and those Members of Class B.
107. There is no basis in the law for Defendants' assertion of any lien against the personal property of Ms. Pollitt and those Members of Class B.
108. Defendants violated the CFA by:
 - a. Charging Ms. Pollitt and those Members of Class B that they must pay a fee as a condition for the release of their personal property.
 - b. Imposing an unlawful lien against the personal property of Plaintiff and those similarly situated.
 - d. Conditioning the release of the personal property of Ms. Pollitt and those Members of Class B on payment of improper and unowed "storage", "handling" and/or "administration" fees.
109. Ms. Pollitt and those members of Class A and/or Class B were damaged and suffered an ascertainable loss as a result of the above violations of the CFA.

COUNT THREE

Violations of the Truth-in-Consumer Contract, Warranty and Notice Act

110. Ms. Pollitt repeats and realleges all prior allegations as if set forth at length herein.
111. The Truth-in-Consumer Contract, Warranty and Notice Act, N.J.S.A. 56:12-14 et seq. (hereinafter "TCCWNA") prohibits businesses from using contracts or notices in transactions with consumers that contain provisions that violate the consumers' rights or the business's responsibilities under New Jersey or federal law.
112. The Wachovia retail installment form contract used in the transaction with Plaintiff (Exhibit A) and with other putative class members were consumer contracts subject to TCCWNA.
113. The Wachovia retail installment form contract contains provisions that violate the purchaser's rights and Wachovia's responsibilities under New Jersey law.
114. The provision in the Wachovia retail installment form contract that permits Wachovia to keep unsecured personal property found in a repossessed vehicle and only return the property to the rightful owner "if you [the purchaser] ask in a letter sent to us by certified

mail within a reasonable time" violates Wachovia's responsibilities under N.J.S.A. 46:30C-3, which imposes an unconditional, affirmative duty on Wachovia to "make reasonable efforts to return the property to its owner" under such circumstances.

115. The provision in the Wachovia retail installment form contract that permits Wachovia to keep unsecured personal property found in a repossessed vehicle and only return the property to the rightful owner "if you [the purchaser] ask in a letter sent to us by certified mail within a reasonable time" violates the consumer's right to title and possession of their unsecured personal property as established by New Jersey property law and the New Jersey constitution.
116. The provision in the Wachovia retail installment form contract that states that Wachovia would return unsecured personal property found in a repossessed vehicle "if you ask" is a false promise and misrepresentation in violation of the CFA at N.J.S.A. 56:8-2, because Wachovia's practice has not been to hold consumers' personal property and "return it to [them]" on request. Instead Wachovia has delegated the bailment of consumers' personal property to its various third-party repossession agents, and has required consumers to *retrieve* the property by personally traveling to the third-party agents impound yards and satisfying further conditions imposed by the repossession agent and/or Wachovia.
117. Therefore, Wachovia violated TCCWNA at N.J.S.A. 56:12-15 against Plaintiff and all other putative class members and is liable to them for statutory damages and other relief as set forth at N.J.S.A. 56:12-17.

WHEREFORE, Ms. Pollitt, on behalf of herself and those similarly situated, respectfully prays for relief as follows:

- a. For an order certifying this matter as a class action providing notice to the members of the Classes, and appointing Ms. Pollitt as the class representative and her attorneys as Class Counsel;
- b. For a declaratory judgment that Defendants violated the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., the Truth-in-Consumer Contract, Warranty and Notice Act, N.J.S.A. 56:12-14 et seq., and the New Jersey Uniform Commercial Code, N.J.S.A. 12A: 9-102 et seq.;
- c. For injunctive relief prohibiting Defendants from carrying out future violations of the NJUCC, CFA, and TCCWNA similar to the violations alleged herein;

- d. For an order of restitution in an amount to be determined at trial to restore to all affected obligors all money acquired by Defendants or its successors in interest by means of its unlawful, unfair and fraudulent practices and all interest and profit earned thereon;
- g. For actual damages;
- h. For compensatory damages;
- i. For treble damages pursuant to N.J.S.A. 56:8-19;
- j. For maximum statutory damages pursuant to the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et. seq., the Truth-in-Consumer Contract, Warranty and Notice Act, N.J.S.A. 56:12-14 et. seq., the New Jersey Uniform Commercial Code, N.J.S.A. 12A:9 102 et seq., and all other applicable statutes;
- k. For reasonable attorney's fees and costs of suit in connection with this action pursuant to N.J.S.A. 56:8-19, N.J.S.A. 56:12-17, and all other applicable statutes;
- l. For nominal damages;
- m. For consequential damages;
- n. For pre-judgment and post-judgment interest; and
- o. For such other and further relief as the Court deems equitable and just.

JURY DEMAND

Ms. Pollitt demands a trial by jury on all issues subject to trial by jury.

NOTICE TO ATTORNEY GENERAL OF ACTION

A copy of this complaint will be mailed to the Attorney General of the State of New Jersey within ten days after the filing with the Court, pursuant to N.J.S.A. 56:8-20.

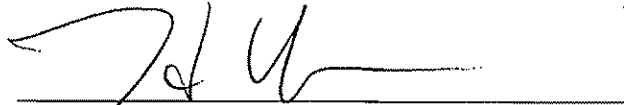
DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Andrew Wolf is designated as trial counsel for Ms. Pollitt in the above matter.

CERTIFICATION

Pursuant to R. 4:5-1, I hereby certify to the best of my knowledge that the matter in controversy is not the subject of any other action pending in any court or the subject of a pending

arbitration proceeding, nor is any other action or arbitration proceeding contemplated. I further certify that I know of no party who should be joined in the action at this time.

A handwritten signature in black ink, appearing to read 'H. Wolfe', is written over a horizontal line.

Henry P. Wolfe
Attorney for Ms. Pollitt and those similarly situated

Dated: January 15, 2010

EXHIBIT A

Appended to the:
Class Action Complaint and Jury Demand, Pollitt v. DRS
Towing, LLC, et al.

FROM TD BANK NA 856 533 4795

(PRT) 10. 9'09 14:33/RT. 14:32/NO. 4870197717

RETAIL INSTALLMENT CONTRACT

Contract No. 25840787 Date of Contract: 03/24/2006

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The cost of your purchase on credit, including your down payment.
14.99 %	\$ 7350.78	\$ 15503.70	\$ 22854.48	\$ 24354.48

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
66	\$ 346.28	Monthly, beginning 04/23/2006
	\$ N/A	

See below and your other contract documents for any additional information about nonpayment, default, any required repossession to full before the scheduled date, non-security interest and prepayment rights and penalties.

Security: You are giving a security interest in the goods or property being purchased.

Financing Fee: \$ N/A

Late Charge: If a payment is more than 10 days late, you will be charged \$ 0.00.

Prepayment: If you pay off early, you will not have to pay a penalty.

This Contract is between you and the Seller. All disclosures have been made by the Seller, who intends to assign (transfer) this Contract to the "Assignee" named below. If you like and agree, sign at Seller below, and we will be bound, separately and together, for the payment of all sums due and the performance of all your promises in this Contract. The terms in the above are part of this Contract.

You are
The Buyer(s), SHUNEE N POLLITT **REDACTED**

Name(s) Address Zip Code

We are
the Seller(s), TOYOTA OF RUNNEMERE
99 S. BLACKHORSE PIKE RUNNEMERE NJ 08078

Name(s) Business Address Zip Code

Under this Contract, you agree to buy the following property, including its accessories, all of which is called the "Goods."

YEAR	MAKE	BODY STYLE	SEAC NUMBER	MODEL
2002	TOYOTA	4 DOOR SED	4T1BE32K1ZUS06955	CAM LE GOLD

ACCESSORIES:

TRADE-IN: Your vehicle is described as follows:

Year and Make Description

PAYMENT SCHEDULE: You agree to pay the Total Cash Price for the Goods. You will do this by making the Cash Down Payment and making the Trade-In. It shows above, on or before the Date of Contract, and paying in the Annual Financed, plus Finance Charge, in the number and amount of monthly payments as provided in this Contract. Payments must begin on the date indicated in the Payment Schedule and are due on the same day of each following month and will be received by the Seller. You may pay all or part of the Amount Financed in advance without penalty or interest. Payments must be made at any office of

WPM FINANCIAL INC.

(The "Assignee")

PROPERTY INSURANCE: You will keep the Goods insured against fire, theft, collision and other risks. You can obtain such insurance from any insurer of your choice who is acceptable to us. However, if one of the items below is checked, you have decided to obtain this insurance from us.

☐ Collision Insurance for a term of N/A months. The cost of it is \$ N/A. The limit of coverage is \$ N/A. Less a deductible of \$ N/A.

☐ Comprehensive Insurance for a term of N/A months. The cost of it is \$ N/A. The limit of coverage is \$ N/A. Less a deductible of \$ N/A. ☐ Other (describe): N/A.

THIS DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE, YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS. (See INSURANCE on the reverse side.)

CREDIT INSURANCE IS NOT REQUIRED: Credit Insurance is available through us for the term of this Contract at the cost(s) shown below. Single Credit Life and Single Credit Accident and Health Insurance are available to any one Buyer signing for insurance below. No credit insurance will be provided unless the appropriate statement(s) is signed by the Buyer(s) to be insured and the cost(s) shown below are included in the Amount Financed. See the Certificate of Insurance or the Notice of Proposed Insurance given to you as a separate document.

By signing, you want Single Credit Life Insurance, which costs \$ N/A.

By signing, you want Single Credit Accident & Health Insurance, which costs \$ N/A.

By signing, you both want Joint Credit Life Insurance, which costs \$ N/A. What are your ages?

Signature of Buyer to be insured for Single Credit Life Insurance

Signature of Buyer to be insured for Single Credit Accident & Health Insurance

1. _____ Years

What is your age? _____ Years

What is your age? _____ Years

2. _____ Years

Signatures of both Buyers to be insured for Joint Credit Life Insurance

SECURITY AGREEMENT: To secure the payment of all sums owed to us and the performance of all your promises in this Contract, you grant us a lien and security interest in the Goods and in any parts called "accessories" which are attached to the Goods at any later time, and in all proceeds of the Goods.

IF THIS CONTRACT INVOLVES THE SALE OF A USED VEHICLE, THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

ADDITIONAL TERMS: THIS CONTRACT CONTAINS ON THE REVERSE SIDE YOU ARE BOUND TO ALL THE TERMS OF THIS CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

NOTICE TO RETAIL BUYER(S): DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

BUYER(S) ACKNOWLEDGE(S) RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING.

TOYOTA OF RUNNEMERE
Seller Representative for this Contract

Signature of Seller's Representative of this Contract [Signature] **Controller** 03/24/2006
Date

Signature of Buyer [Signature] **Buyer** 03/24/2006
Date

CO-SIGNER: YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.

CO-SIGNER'S AGREEMENT: You, the person (or persons) signing below as "Co-Signer," promise to pay to us, or to our order, the Amount Financed, plus Finance Charge and other charges, as provided in this Contract with the Buyer. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though the proceeds will be used only for the Buyer's benefit. You agree that we may seek immediate payment from you without making any prior demand for payment on the Buyer. You also acknowledge receiving a completed copy of this Contract.

X
Co-Signer's Signature (SEAL) Address Date

X
Co-Signer's Signature (SEAL) Address Date

CO-OWNER'S SECURITY AGREEMENT: You, the person signing below as "Co-Owner," together with the Buyer or otherwise being all of the Owners of the Goods, give us a security interest in the Goods identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the promise to pay contained in the Payment Schedule section. You are giving us the security interest to induce us to make this contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any balances which might be due after repossession, sale of the Goods and application of the sale proceeds to the debt.

Co-Owner's Signature (SEAL) Address Date

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

MAKING/PRINTED AT 03-24-2006 14:33

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EXHIBIT B

Appended to the:
Class Action Complaint and Jury Demand, Pollitt v. DRS
Towing, LLC, et al.

FROM TD BANK NA 856 533 4795

(FRI) 10. 9' 09 14:37/ST. 14:32/No. 48701977 7 P 7

7:30051784

Wachovia Dealer Services, Inc.
 REINSTATEMENTS CA6382, Wachovia Dealer Services, Inc., P.O. Box 3859, Rancho Cucamonga, CA 91729
 (Name and address of secured party)

9/11/2009
 (Date)

NOTICE OF OUR PLAN TO SELL PROPERTY (Continued) (Labels)

Name: SHANEE N POLLITT
 Address: REDACTED (Name and address of any obligor who is also a debtor)
 Subject: Account Number: REDACTED
 (Identification of transaction)

We have your 2002 TOYOTA CAMRY 4T1BE32K12U506955, because you broke promises in our agreement.

We will sell 2002 TOYOTA CAMRY 4T1BE32K12U506955 at private sale sometime after 09/21/09. A sale could include a lease or license.

The money that we get from the sale (after paying our costs) will reduce the amount you owe. If we get less money than you owe, you will still owe us the difference (unless, you are entitled to protection under the United States Bankruptcy Code). If we get more money than you owe, you will get the extra money unless we must pay it to someone else.

You can get the property back at any time before we sell it by paying us the full amount you owe (not just the past due payments), including our expenses. To learn the exact amount you must pay, call us at 1-888-937-9992.

If you want us to explain to you in writing how we have figured the amount that you owe us, you may call us at 1-888-937-9992 (or write us at REINSTATEMENTS CA6382, Wachovia Dealer Services, Inc., P.O. Box 3859, Rancho Cucamonga, CA 91729) and request a written explanation.

If you need more information about the sale, call us at 1-888-937-9992 or write us at REINSTATEMENTS CA6382, Wachovia Dealer Services, Inc., P.O. Box 3859, Rancho Cucamonga, CA 91729.

We are sending this notice to the following other people who have an interest in 2002 TOYOTA CAMRY 4T1BE32K12U506955 or who owe money under your agreement:

(Names of all other debtors and obligors, if any)

NOTICE: If you are entitled to protection under the United States Bankruptcy Code (11 U.S.C. §§ 362; 524) regarding the subject matter of this notice, the following applies to you: This communication is made for informational purposes only and we will not attempt to collect, assess or recover a claim in violation of the Bankruptcy Code.

EXHIBIT C

Appended to the:
Class Action Complaint and Jury Demand, Pollitt v. DRS
Towing, LLC, et al.

FROM TD BANK NA 856 533 4795

(FRI) 10. 9' 09 14:38/ST. 14:32/NO. 48701977 7 : 0

STATE LINE**WAVERLY, NEW YORK**Date: 9/28/09Fleet / Lease Co: Wachovia Dealer ServicesCustomer: Shane P. HillAccount # REDACTEDVIN # 4T1BE32K124506955

Customer Picked Up Vehicle and Personal Property

YES

NO

Customer Picked Up Vehicle Only

YES

NO

Customer Picked Up Personal Property Only

YES

NO**Charges:**1) Transportation from Sicklenville, NY \$ 369.002) Reconditioning @ \$75.00 \$ 3) Storage @ \$10.00 per day \$ 120.004) Admin. fee \$ 75.005) Other charges Kept \$ 75.00
Items \$ 5.00Total Due / Paid \$ 644.00

Property / Vehicle Release

Vehicle Received By:

[Signature] (Print) [Signature] (Sign)

Property Received By:

(Print)

(Sign)

State Line Auto Auction Representative

[Signature] (Sign)



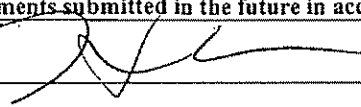
*Paid Cash
JAH*

Transportation Department
Fax 607-565-3940

MAIN OFFICE
Phone 607-565-8151 • Fax 607-565-8659
PO Box 351, Waverly, New York 14892-0351
www.state-line-auto.com

Factory Auction
Fax 607-565-7094

Appendix XII-B1

CIVIL CASE INFORMATION STATEMENT (CIS)		FOR USE BY CLERK'S OFFICE ONLY	
 <p>Use for initial Law Division Civil Part pleadings (not motions) under Rule 4:5-1 Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or if attorney's signature is not affixed.</p>		PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA	
		CHG/CK NO.	
		AMOUNT:	
		OVERPAYMENT:	
		BATCH NUMBER:	
ATTORNEY/PRO SE NAME Henry P. Wolfe, Esq.	TELEPHONE NUMBER (732) 257-0550	COUNTY OF VENUE Middlesex	
FIRM NAME (If applicable) Galex Wolf, LLC	DOCKET NUMBER (When available) MID-L- 473-10		
OFFICE ADDRESS 1520 US Highway 130 Suite 101 North Brunswick, NJ 08902	DOCUMENT TYPE Class Action Complaint		
NAME OF PARTY (e.g., John Doe, Plaintiff) Shanee N. Pollitt, on behalf of herself and those similarly situated, PLAINTIFF		CAPTION Shanee N. Pollitt, on behalf of herself and others similarly situated vs. DRS Towing, LLC d/b/a Advanced Financial Services; Wachovia Dealer Servicess, Inc. d/b/a WDS, Inc., et al.	
CASE TYPE NUMBER (See reverse side for listing) 508 COMPLEX COMMERCIAL	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.		
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, LIST DOCKET NUMBERS		
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY, IF KNOWN <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN		
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.			
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION			
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, IS THAT RELATIONSHIP <input type="checkbox"/> EMPLOYER-EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS		
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION: Plaintiff's putative class action alleged claims requires a Track IV.			
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION:		
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, FOR WHAT LANGUAGE:		
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).			
ATTORNEY SIGNATURE: 			

SIDE 2

CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under *Rule* 4:5-1**CASE TYPES** (Choose one and enter number of case type in appropriate space on the reverse side.)**Track I — 150 days' discovery**

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (INCLUDING DECLARATORY JUDGMENT ACTIONS)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (SUMMARY ACTION)
- 999 OTHER (Briefly describe nature of action)

Track II — 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603 AUTO NEGLIGENCE — PERSONAL INJURY
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE — PROPERTY DAMAGE
- 699 TORT — OTHER

Track III — 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES
- 620 FALSE CLAIMS ACT

Track IV — Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Centrally Managed Litigation (Track IV)

- 280 Zelnorm
- 285 Stryker Trident Hip Implants

Mass Tort (Track IV)

- | | |
|---------------------------------------|--|
| 248 CIBA GEIGY | 279 GADOLINIUM |
| 266 HORMONE REPLACEMENT THERAPY (HRT) | 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL |
| 271 ACCUTANE | 282 FOSAMAX |
| 272 BEXTRA/CELEBREX | 283 DIGITEK |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 284 NUVARING |
| 275 ORTHO EVRA | 286 LEVAQUIN |
| 277 MAHWAH TOXIC DUMP SITE | 601 ASBESTOS |
| 278 ZOMETA/AREDIA | 619 VIOXX |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category:

☐ Verbal Threshold☒ Putative Class Action☐ Title 59

Andrew R. Wolf, Esq.
Henry Wolfe, Esq.
Galex Wolf, LLC
1520 U.S. Highway 130 - Suite 101
North Brunswick, NJ 08902
(732) 257-0550 - tel
(732) 257-5654 - fax

Christopher J. McGinn
The Law Office of Christopher J. McGinn
P.O. Box 365
79 Paterson St.
New Brunswick, NJ 08901
(732) 937-9400 - tel
(800) 931-2408 - fax

Attorneys for Shanee N. Pollitt and those similarly situated

Shanee N. Pollitt, on behalf of herself
and those similarly situated,

Plaintiff,

vs.

DRS Towing, LLC d/b/a Advanced
Financial Services; Wachovia Dealer
Services, Inc. d/b/a WDS, Inc., WFS
Financial, and WFS Financial, Inc.; and
John Does 1 to 10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
MIDDLESEX COUNTY - LAW DIVISION

Civil Action

Docket No.: MID-L-000473-10

SUMMONS

The State of New Jersey, to the Named Defendant: **WACHOVIA DEALER SERVICES,
INC. D/B/A WDS, INC., WFS
FINANCIAL, AND WFS FINANCIAL
INC.**

The Plaintiff(s), named above, have filed a lawsuit against you in the Superior Court of New Jersey. The Complaint attached to this Summons states the basis for this lawsuit. If you dispute this Complaint, you or your attorney must file a written Answer or Motion and proof of service with the Deputy Clerk of the Superior Court in the county listed above within 35 days from the date you received this Summons, not counting the date you received it. (The address of each Deputy Clerk of the Superior Court is provided.) If the Complaint is one in foreclosure, then you must file your written Answer or Motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, CN-971, Trenton, NJ 08625. A filing fee payable to

the Clerk of Superior Court and a completed Case Information Statement (available from the Deputy Clerk of the Superior Court) must accompany your Answer or Motion when it is filed. You must also send a copy of your Answer or Motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written Answer or Motion (with fee of \$135.00 for Law Division and \$135.00 for Chancery Division and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written Answer or Motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford to pay an attorney, you may call the Legal Services Office in the county where you live. A list of these offices is provided. If you do not have an attorney or are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

Dated: January 29, 2010

/s/Jennifer M. Perez

Jennifer M. Perez

Clerk of the Superior Court of New Jersey

Name of defendant to be served:

**WACHOVIA DEALER SERVICES, INC.
D/B/A WDS, INC., WFS FINANCIAL, AND
WFS FINANCIAL INC.**

Address for service:

Corporation Service Company, Registered Agent
830 Bear Tavern Road
West Trenton, NJ 08628
(VIA ACTION SUBPOENA)

ATLANTIC COUNTY:

Deputy Clerk of the Superior Court
Civil Division, Direct Filing
1201 Bacharach Blvd., 1st Floor
Atlantic City, NJ 08401
LAWYER REFERRAL
(609) 345-3444
LEGAL SERVICES
(609) 348-4200

BERGEN COUNTY:

Deputy Clerk of the Superior Court
Case Processing Section, Room 119
Justice Center
10 Main Street
Hackensack, NJ 07601-0769
LAWYER REFERRAL
(201) 488-0044
LEGAL SERVICES
(201) 487-2166

BURLINGTON COUNTY:

Deputy Clerk of the Superior Court
Central Processing Office
Attn: Judicial Intake
1st Floor, Courts Facility
49 Rancocas Road
Mt. Holly, NJ 08060
LAWYER REFERRAL
(609) 261-4862
LEGAL SERVICES
(609) 261-1088

CAMDEN COUNTY:

Deputy Clerk of the Superior Court
Civil Processing Office
1st Floor, Hall of Records
101 South Fifth Street
Camden, NJ 08103
LAWYER REFERRAL
(856) 964-4520
LEGAL SERVICES
(856) 964-2010

CAPE MAY COUNTY:

Deputy Clerk of the Superior Court
Central Processing Office
9 North Main Street
Box DN-209
Cape May Court House, NJ 08210
LAWYER REFERRAL
(609) 463-0313
LEGAL SERVICES
(609) 465-3001

CUMBERLAND COUNTY:

Deputy Clerk of the Superior Court
Civil Case Management Office
Broad & Fayette Streets, P.O. Box 615
Bridgeton, NJ 08302
LAWYER REFERRAL
(856) 692-6207
LEGAL SERVICES
(856) 451-0003

ESSEX COUNTY:

Deputy Clerk of the Superior Court
50 West Market Street
Room 131
Newark, NJ 07102
LAWYER REFERRAL
(973) 622-6207
LEGAL SERVICES
(973) 624-4500

GLOUCESTER COUNTY:

Deputy Clerk of the Superior Court
Civil Case Management Office, Attn: Intake
1st Floor, Court House
1 North Broad Street, P.O. Box 129
Woodbury, NJ 08096
LAWYER REFERRAL
(856) 848-4589
LEGAL SERVICES
(856) 848-5360
HUDSON COUNTY:
Deputy Clerk of the Superior Court
Superior Court, Civil Records Department
Brennan Court House, 1st Floor
583 Newark Avenue
Jersey City, NJ 07306
LAWYER REFERRAL
(201) 798-2727
LEGAL SERVICES
(201) 792-6363
HUNTERDON COUNTY:
Deputy Clerk of the Superior Court
Civil Division
65 Park Avenue
Flemington, NJ 08862
LAWYER REFERRAL
(908) 735-2611
LEGAL SERVICES
(908) 782-7979

MERCER COUNTY:

Deputy Clerk of the Superior Court
Local Filing Office, Courthouse
175 South Broad Street
P.O. Box 8068
Trenton, NJ 08660
LAWYER REFERRAL
(609) 585-6200
LEGAL SERVICES
(609) 695-6249
MIDDLESEX COUNTY:
Deputy Clerk of the Superior Court
Administration Building
3rd Floor
1 Kennedy Square, P.O. Box 2633
New Brunswick, NJ 08903-2633
LAWYER REFERRAL
(732) 828-0053
LEGAL SERVICES
(732) 249-7600

MONMOUTH COUNTY:

Deputy Clerk of the Superior Court
Court House, 71 Monument Park
P.O. Box 1269
Freehold, NJ 07728-1262
LAWYER REFERRAL
(732) 431-5544
LEGAL SERVICES
(732) 866-0020
MORRIS COUNTY:
Deputy Clerk of the Superior Court
Civil Division
30 Schuyler Place, P.O. Box 910
Morristown, NJ 07960-0910
LAWYER REFERRAL
(973) 267-5882
LEGAL SERVICES
(973) 285-6911

OCEAN COUNTY:

Deputy Clerk of the Superior Court
Court House, Room 119
118 Washington Street
Toms River, NJ 08754
LAWYER REFERRAL
(732) 240-3666
LEGAL SERVICES
(732) 341-2727

PASSAIC COUNTY:

Deputy Clerk of the Superior Court
Civil Division
Court House
77 Hamilton Street
Paterson, NJ 07505
LAWYER REFERRAL
(973) 278-9223
LEGAL SERVICES
(973) 345-7171
SALEM COUNTY:
Deputy Clerk of the Superior Court
92 Market Street
P.O. Box 18
Salem, NJ 08079
LAWYER REFERRAL
(856) 935-5628
LEGAL SERVICES
(856) 451-0003

SOMERSET COUNTY:

Deputy Clerk of the Superior Court
Civil Division Office
New Court House, 3rd Floor
P.O. Box 3000
Somerville, NJ 08876
LAWYER REFERRAL
(908) 685-2323
LEGAL SERVICES
(908) 231-0840
SUSSEX COUNTY:
Deputy Clerk of the Superior Court
Sussex County Judicial Center
43-47 High Street
Newton, NJ 07860
LAWYER REFERRAL
(973) 267-5882
LEGAL SERVICES
(973) 383-7400

UNION COUNTY:

Deputy Clerk of the Superior Court
1st Floor, Court House
2 Broad Street
Elizabeth, NJ 07207-6073
LAWYER REFERRAL
(908) 353-4715
LEGAL SERVICES
(908) 354-4340
WARREN COUNTY:
Deputy Clerk of the Superior Court
Civil Division Office
Court House, 413 Second Street
Belvidere, NJ 07823-1500
LAWYER REFERRAL
(973) 267-5882
LEGAL SERVICES
(973) 475-2010